



**CITY OF SAN BRUNO**  
**COMMUNITY SERVICES DEPARTMENT**

**PARKS AND RECREATION COMMISSION Ñ AGENDA**

**Wednesday, August 21, 2013 • 6:30pm • San Bruno City Hall, 567 El Camino Real, Room 115**

**WELCOME TO OUR COMMISSION MEETING. . .**

If you wish to speak on an item under discussion by the Commission and appearing on the agenda, you may do so upon receiving recognition from the Commission Chair. If you wish to speak on a matter not appearing on the agenda, you may do so during PUBLIC DISCUSSION. Please state your name and address; if you are representing an organization, please state the name of the organization.

In compliance with American Disabilities Act, individuals requiring accommodations for this meeting should notify us **48** hours prior to meeting (616-7180).

**Please note: Commission policy allows a maximum of five (5) minutes for individual comments.**

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**A. CALL TO ORDER / PLEDGE OF ALLEGIANCE:**

**B. ROLL CALL:** Commissioners: Chair Palmer, Vice-Chair Nigel, Davis, Greenberg, Lara, Marshall, Pierce, Zamattia; Youth Commissioner Vacant

**C. APPROVAL OF MINUTES:** June 19, 2013

**D. UNFINISHED BUSINESS:**

**E. COMMUNICATIONS:**

**F. PUBLIC COMMENT ON ITEMS NOT ON AGENDA:** (Note: Commission's policy is to refer matters raised in this forum to staff for investigation and/or action where appropriate. State Law, known as the "Brown Act", prohibits Commission from discussing or acting upon any matter that is not on the agenda. Non-agenda issues rose by members of the public or by the Commission may, at the discretion of the Commission, be scheduled for consideration at future meetings.)

**G. NEW BUSINESS:**

1. Discuss Commission's Annual Report Presentation at the September 24, 2013 City Council Meeting – Oral Report
2. Schedule Commission Sub-Committee Meeting to Review and Discuss the Fiscal Year 2013-14 Master Fee Schedule – Oral Report

**H. REPORTS:**

1. Staff
  - a. Actions to Address Neighborhood Concerns at Forest Lane Park – Oral Report
  - b. San Bruno Park School District Final Proposed Fees and Charges – Written Report
  - c. After School Adventures Program at John Muir School Update – Written Report
  - d. Community Services Director Recruitment Update – Oral Report
2. Commissioners

**I. AGENDA BUILDING**

**J. ADJOURNMENT**

**\*\* POSTED PURSUANT TO LAW \*\***



## CITY OF SAN BRUNO

COMMUNITY SERVICES DEPARTMENT  
Facilities / Library / Parks / Recreation / Seniors  
*Providing Quality Programs, Places & Services*

To: Parks and Recreation Commission

From: Danielle Brewer, Community Services Superintendent

Date: August 21, 2013

RE: San Bruno Park School District Final Proposed Fees and Charges

In May 2013, the San Bruno Park School District School Board voted to change its practices of making school fields and facilities free of charge to the City and youth sports groups by establishing a fee policy. Specifically, the District's decision will affect the City and non-profit youth sports organizations who have enjoyed use of Parkside and Belle Air fields and facilities free of charge.

On June 26, 2013, the School District met with City and youth sports organization representatives to seek their input on the structure of the new School District fees. School District staff provided an overview of the anticipated fees for use of fields and facilities. The School District also shared its goal of full implementation of the new fees in October 2013. The user groups shared their frustration that no consideration was being given to the value of the volunteer time and money contributed by the groups to the School District to make ongoing improvements to School District fields. The groups asked the School District to consider their volunteer time and donations when establishing and imposing the fees. The School District asked for information from all the groups regarding the estimated volunteer time and money spent to improve the fields in order to gain a greater appreciation of the value of those contributions.

On July 31, 2013 the School District hosted a second meeting with the City and youth sports groups to further discuss the School District's proposed fee schedule. In the draft schedule, the School District added a footnote stating, "Fees may be adjusted according to the level of volunteer labor and donations, as defined by the Superintendent or designee." Additionally, the School District staff recommended a flat per participant rate rather than an hourly field use fee. Both the School District and user groups agreed a per participant charge would be simpler to administer than an hourly rate for field usage and would allow participants a simpler means to calculate the actual cost to utilize School District fields.

On August 7, 2013, the School Board unanimously voted to adopt the staff recommended fee structure which took into consideration the groups volunteer time and donations. The School Board will hear the second reading of the fee ordinance at its September 11, 2013 meeting. The fee schedule considered and approved by the School Board is attached to this report.

Application Date: \_\_\_\_\_

Application must be received at  
least one (1) week prior to event.

## SAN BRUNO PARK SCHOOL DISTRICT

500 Acacia Avenue, San Bruno, CA 94066

Telephone: (650) 624-3100 Fax: (650) 266-9626

### APPLICATION FOR USE OF DISTRICT FACILITIES

Non-profit ☐ Yes ☐ No

Non-profit certificate attached  
☐ Yes ☐ No

- Name of Organization: \_\_\_\_\_
- Dates (from/to): \_\_\_\_\_ Hours (from/to): \_\_\_\_\_
- School Site: \_\_\_\_\_
- The following facilities will be needed to accommodate \_\_\_\_\_ (number of persons) ( ) Custodian Needed \_\_\_\_\_  
( ) Alarm Clearance ( ) Classroom ( ) Restrooms ( ) Playground/Athletic Field ( ) Keys: \_\_\_\_\_  
( ) Multi-Purpose ( ) Kitchen ( ) Number of Tables Needed \_\_\_\_\_ Signature \_\_\_\_\_  
( ) Gym ( ) Other ( ) Folding Chairs # Needed \_\_\_\_\_ ( ) Projector ( ) Media Center/Library ( ) Other \_\_\_\_\_
- Type of Function: \_\_\_\_\_
- Is an admission charge, donation, collection, dues, or tuition fee required or solicited? Yes \_\_\_\_\_ No \_\_\_\_\_
- Waiver of Facility Fee will be considered only for school-related organizations whose activities are directly related to or for the benefit of district schools. If fees are charged they must be expended for the welfare of the students in the District.

☐ Cleared by Principal \_\_\_\_\_ Date \_\_\_\_\_  
Signature \_\_\_\_\_

Insurance certificate attached: Yes \_\_\_\_\_ No \_\_\_\_\_ Expiration Date: \_\_\_\_\_

501(c)(3) Group exemption letter attached: Yes \_\_\_\_\_ No \_\_\_\_\_ Group exemption number: \_\_\_\_\_

**Background Checks:** User is responsible for fingerprinting and conducting background checks of individuals who work with students as may be required by law.

#### Statement of Responsibility

I hereby certify that the organization, which I represent, shall be responsible for any damage sustained on the school premises, or to furniture or equipment because of the occupancy of said premises by our organization. I agree that my organization will abide by and enforce the rules, regulations, and policies of the San Bruno Park School District governing the use of school premises or equipment. I agree to the following assurances: that a) the school property for use of which application is hereby made will not be used for the commission of any crime or any act, which is prohibited by law, and b) the organization, which I represent, abides and upholds the Constitutions of the United States and the State of California. I further certify that the organization I represent will hold the San Bruno Park School District, its Governing Board, the individual members thereof, and all district officers, agents and employees free and harmless from any loss, damage, liability, cost or expense that may arise during or be caused in any way by such use or occupancy of school property.

**I certify that I am authorized to sign this application on behalf of the applicant organization; and I certify that I have read the terms and conditions that have been provided to me and agree to abide by them.**

Organization Contact Person \_\_\_\_\_ Signature \_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_ Zip \_\_\_\_\_  
Phone \_\_\_\_\_ Cell \_\_\_\_\_ Fax \_\_\_\_\_ Date \_\_\_\_\_

**Office Use Only – Estimates Only, actual costs may vary and will be determined after event date.**

Type	Non-Profit Fee	For-Profit Fee	Est. Hours	Est. Costs	Actual Hours	Actual Costs
Classroom	\$12.00/hour	\$18.00/hour				
Gymnasium	\$50.00/hour*	\$75.00/hour*				
Media Center/Library	\$17.00/hour	\$25.00/hour				
Multiuse/Cafeteria/Kitchen	\$50.00/hour	\$75.00/hour				
Fields – Baseball/Softball/Soccer/Lacrosse	\$10/participant/sport/season (< 4 month)** \$15/participant/sport/season (> 4 but < 8 month) ** \$20/participant/sport/season (> 8 month)**	\$15/participant/sport/season (< 4 month)** \$20/participant/sport/season (> 4 but < 8 month) ** \$30/participant/sport/season (> 8 month)**				
Custodial – Mon. – Sat. Sunday	District staff at 1.5 overtime rate/hour (\$29.30 minimum) District staff at 2.0 overtime rate/hour (\$39.06 minimum)	District staff at 1.5 overtime rate/hour (\$29.30 minimum) District staff at 2.0 overtime rate/hour (\$39.06 minimum)				
Bathroom Use	\$5.00/hour (children must be escorted, bathrooms must be locked when event is finished)	\$7.50/hour (children must be escorted, bathrooms must be locked when event is finished)				
Bathroom Key	\$150.00 deposit is required.	\$150.00 deposit is required.				
Other						
TOTALS						

\*Fees may be adjusted according to the level of volunteer labor and donations, as defined by the Superintendent or designee.

\*\*A list of participants must be submitted with participant fee before the first practice/game/event/use of field(s) to the district business office.

☐ Approved ☐ Denied CBO \_\_\_\_\_ Date \_\_\_\_\_

Reason for denial ☐ Scheduling Conflict ☐ District Holiday ☐ Other: \_\_\_\_\_

Fees Billed ☐ Date: \_\_\_\_\_ Fees Collected ☐ Date: \_\_\_\_\_ Accounts Receivable Signature: \_\_\_\_\_



## FACILITIES USAGE GENERAL RULES

### Hours:

1. Individuals or groups seeking to use District Facilities must obtain a permit through the submission of an "Application for Use of District Facilities." Users must also pay all applicable fees and provide copies of insurance, as stated below.
2. These rules apply to the periodic use of discrete classrooms and facilities. Parties wishing to use more than one classroom or facility at the same time, or use a classroom or facility all day or for several days or more, may be required to enter into a lease agreement with the District. Pricing in such a case may not be governed by the rates set forth in the Application for Use of District Facilities, but upon market rates.
3. The District reserves the right to allow governmental entities to use its facilities for no charge, pursuant to pre-existing agreement between the parties.
4. The time you request on your permit must include warm-up/setup and cool-down/breakdown. Permit holders may not enter the facility until start time and must have vacated by designated end time. Consistent disregard for start times/end times will be just cause to revoke your permit. Should it be necessary to extend the time beyond that specified in this application, special permission must be obtained from the site administrator of the facility before the event convenes, and in such instances, permit holder may be subject to additional charges.
5. Hours requested should include time for your group's special setup and cleanup needs. Individuals associated with your event will not be allowed in the facility before the time indicated. All individuals associated with the event must vacate the facility by the indicated ending time.
6. Events may not commence before 7:00 a.m. or end after 9:00 p.m., without prior approval/permission from the District.
7. Delivery of supplies or equipment will not be accepted in the facility prior to the indicated time listed on your permit.
8. Be respectful of the surrounding neighborhood, especially if you are renting early in the morning or late at night.

### Building Setup/Cleanup:

1. Preparation shall not be used on floors; marks may not be made or applied to floors or walls.
2. School furniture and equipment may not be removed or displaced without permission of the site administrator of the facility.
3. Contents of classrooms may not be disturbed or removed without prior approval from site administrator.
4. Cellophane tape, nails, screw, staples, etc. are not permitted in/on the walls, woodwork, or fixtures. Blue painters tape is recommended.

### Field - Additional Restrictions:

1. Lines may not be made on fields without permission of the District.
2. No strollers, bicycles, tricycles, skateboards, scooters, motorized vehicles, or roller blades are allowed.
3. All food and drink (except water), including sunflower seeds, gum, candy, and energy bars are prohibited.
4. The use of tape or adhesives is prohibited.
5. No pets or animals.
6. **No flames of any kind or barbecues without additional permit.**
7. **You must have an additional permit to sell food at a concession stand and/or to have a BBQ.**
8. No golf playing.
9. No punctures in the turf.
10. For footwear on field: use ONLY rubberized sport cleats or sport shoes.

### Tobacco/Narcotics/Alcohol:

1. Smoking, possession, or use of narcotics or alcoholic beverages on school property, including parking lots, is prohibited. Any person under the influence of narcotics or alcohol will be denied participation in any activity. Violations of this regulation are justification for immediate termination of the event, and reason enough to deny future use of school facilities.

### Payment of Facility Use Fees & Other Requirements:

1. All estimated fees must be submitted with application. Make checks payable to: San Bruno Park School District.
2. Renter must provide copy of tax-exempt letter to receive Non-profit rates.
3. User must provide copy of certificate of insurance and endorsement of additional insured before use of facilities.

### Charges and Cancellations:

1. This reservation shall be granted with the understanding that the District may cancel a permit when the facility is needed for a District program.

2. Rain days for grass fields will be credited to the user or rescheduled for lost use of grass fields. Use of school playing fields is not permitted while it is raining, or if the field is wet and such activity will be harmful to the playing surface, and when such conditions may present a safety hazard to users.
3. If the nature of the event or number of participants changes, the District must be notified immediately and no changes may be made within one (1) week prior to the scheduled use. If necessary, fees will be changed according to applicable rates. The District reserves the right to disapprove any requested changes.
4. The District reserves the right to require a deposit of not more than 50% of the estimated rental, due at least one (1) week before the event. The rental is due in full prior to the commencement of the event, except where the District waives, in writing, this requirement.
5. If cancellation of a rental is necessary, the District must be notified immediately. Cancellation must be made at least 30 days in advance of the scheduled use or the user may be held liable for all charges.
6. All decorations must be fireproof or made of fire retardant materials and are subject to the approval of the Fire Marshall.

### Building Supervision & Revoking a Permit:

1. Buildings will be opened, attended, and closed by an authorized employee of the District. School keys must remain in the possession of authorized District employees.
2. An attendant will be on duty at all times and is responsible for the general conduct in the building and enforcement of the rules governing the facilities. They represent the District and will be the users contact during the use of the facility.
3. A Permit may be revoked for failure to observe any District rules or regulations ordinance.
4. Fights, vandalism, or unacceptable behavior occurring during a rental shall cause immediate cancellation of the rental with no refund of fees.

### Food Service:

1. The Food Service Supervisor needs a **minimum of 2 weeks' notice** to assure that District food service staff is available. If no District food service staff is available to work, the kitchen will not be used.
2. The rental organization will provide foil, gloves, aprons, silverware, etc.
3. No individual or group is allowed to bring food or beverages into a kitchen for storage (refrigerator and/or freezer) unless purchased through the school District food service department.
4. Return all kitchen equipment if it has been removed from the kitchen.
5. Any pots, pans, knives, cutting boards, trays, or bowls will be cleaned and sanitized.
6. Lights and ovens will be turned off before leaving for the day.
7. The group is responsible for leaving the kitchen clean and in order.
8. Failure to clean up could result in additional charges.

### Other:

1. No activities or entertainment is permissible which discriminate or negatively characterize any person because of race, color, creed, or gender.
2. There should be no profane language, offensive music, fighting or gambling on the school premises.
3. A facility use permit will not be granted for a period exceeding one year.

### Acknowledgment:

The parties agree that the District makes no representations or warranties as to the repair or condition of the facilities, which user is entitled to use hereunder, and user takes such property and facilities as is. The parties further agree that it shall be the user's obligation, not District's, to assure that the property and facilities are in a proper and safe condition to be used for the purpose anticipated; that it shall be the user's obligation and duty, and not the District's to inspect such property and facilities before they are used and to take affirmative steps to repair, or where necessary, warn, in order to prevent injury to person or property; and that in the event such injury does occur, any claim arising there from shall trigger lessee's indemnity and defense obligations.

It is agreed that the user shall defend, hold harmless and indemnify the District, its officers, agents and/or employees from any and all liability, damage, cost, expense, and/or claims for injuries to persons (including, but not limited to, sports programs participants and spectators) and/or damage to property which arise from the user's use of the premises (including ingress and egress to the premises), and for such liability, damage, cost, expense, and/or claims arising from the negligent acts or omissions of the user, its officers, agents and/or employees.

\_\_\_\_\_  
Authorized Agent

\_\_\_\_\_  
Approved By

Application # \_\_\_\_\_ Application Date \_\_\_\_\_

\_\_\_\_\_  
Approval Date



## CITY OF SAN BRUNO

COMMUNITY SERVICES DEPARTMENT  
Facilities/Library/Parks/Recreation/Seniors

To: Parks & Recreation Commission

From: Danielle Brewer, Community Services Superintendent

Date: August 21, 2013

RE: John Muir After School Adventures Program

The City provided the After School Adventures (ASA) programming throughout the 2012-13 school year to the John Muir School families. Champions, a private after school care provider, also offered a program at the school site. Staff initiated the program last year at the request of parents who had used recreation programs in the past and wanted this alternative for their children. It has been a successful program providing good service to families at the school. Additionally, the Joint Use Agreement between the City and the District states, "When the District is not using a District-owned Facility, the City will have first priority to use the Facility if the City chooses to use it." This suggests that the District should be obligated to give the City preference over another provider if space or other limitations require a choice to be made.

For the coming school year, some of the students formerly at Crestmoor School will be moved to John Muir. The Parents Association for Retarded Children of San Mateo County (PARCA) also expressed an interest in providing after school programming at the John Muir School site. PARCA had previously been offering after school programs at Crestmoor Elementary School. As a result of a long standing policy to allow only two providers to deliver services at schools, the School District assessed which two of the three groups it would allow to deliver after school programming at the site. In July, School District staff announced that the District would not make space available to the City for the delivery of the After School Adventures program in the 2013-14 school year. Instead, space would only be made available at John Muir School for the PARCA and Champions programs.

City staff took the position that the City's after school programs are intended and delivered for the sole purpose of meeting a community need and if the District determines that there is not a need for the service on their property, then it would not be our interest to advocate that our program should be offered instead of another provider's. We advised District staff of our continuing interest to provide a program and of the language in the Joint Use Agreement.

The parents whose children have been participating in the City's After School Adventures Program at John Muir School formally appealed this decision at the School Board Meeting on Wednesday, August 7, 2013. At the meeting, the School Board allowed the parents to express their interests in holding the ASA program at John Muir again in the 2013-14 school year. The School Board voted unanimously to allow three service providers to offer after school programs at John Muir for the 2013-14 school year. In spring 2014, the District will evaluate whether or not to continue to allow three service providers to deliver programming in the 2014-15 school years and beyond.